



SERVICE DESCRIPTION

FORTICARE SECURE RMA SERVICE

1. Introduction

The FortiCare Secure RMA Service ("Service") allows the Customer to be provided with a replacement device without return of the defective hardware.

2. Service Features & Deliverables

The Service is available as an enhancement to the FortiCare Return & Replace, Advanced Replacement or Premium RMA hardware replacement service. Once the hardware failure is confirmed according to the applicable service level purchased;

- The Customer shall provide a RMA Release of Liability (*"Company certifies that the equipment with the serial number(s) xxxxxxxxxxxx is not used any further and has been or will be destroyed and disposed of or recycled in accordance with applicable environmental legislation and in a fashion that makes the hardware and any software permanently inoperable"*)
- Fortinet will ship a replacement product.

3. Eligibility & Purchasing

The Service is available for purchase by a Customer through authorized Fortinet Partners. The purchase of this Service is separate from any purchase of Fortinet Products. To activate the Service an active FortiCare Support contract is required.

4. Service Commencement and Completion

The Service is available for use from the date of activation until the date of contract expiry. The service may be cancelled by the end-user at any time and for any reason, but in no event will Fortinet refund any prepaid subscription fee. All sales are final.

7. Customer Requirements & Responsibilities

The Customer will;

- Provide a RMA Release of Liability as outlined in Section 2
- Transfer services within the Support Portal from the defective to the replacement hardware
- Upon request allow Fortinet access to defective hardware if there is an epidemic failure or if the failure rate is considered by Fortinet to be significantly outside of the expected MTBF

By purchasing the Service, it is agreed that Fortinet is not obligated to provide the Service if the customer fails to meet their responsibilities.

8. Exclusions

Fortinet shall have no obligation to provide the Service:

- In the event the customer alters, damages or modifies the Product or any portion thereof;
- For any Product that has not been publicly released;
- For any problem caused by: accident; transportation; neglect or misuse; alteration, modification, or enhancement of the Product; failure to provide a suitable installation environment; use of supplies or materials not meeting specifications; use of the Product for other than the specific purposes for which the Product is designed; for any problems caused by the End User's negligence, abuse or misapplication;



- For use of the Product on any systems other than the specified hardware platform for such Product. Fortinet shall have no liability for any changes in the End User's hardware, which may be necessary to use the Product due to a Workaround or maintenance release.
- This Service specifically excludes restoration of configuration files. The customer remains at all times responsible for the configuration and management of their Fortinet appliances.

8. Terms & Conditions`

The Service covers an individual appliance and is fulfilled using a FortiCare Service contract.

The Service is subject to the terms and conditions of the Fortinet End User License Agreement and the FortiCare Terms and Conditions (entered into upon service activation).